

NOTE AND MORTGAGE

THE MORTGAGOR, STEVE JOSSE AND MARY ANN JOSSE
husband and wife

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath

SEE EXHIBIT "A"

together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; and any replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land, and all of the rents, issues, and profits of the mortgaged property;

to secure the payment of Twenty Six Thousand Forty Two and no/100-----Dollars (\$ 26,042.00-----), and interest thereon, and as additional security for an existing obligation upon which there is a balance

owing of One Hundred Twenty Five Thousand and no/100-----Dollars (\$125,000.00), evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:

Twenty Six Thousand Forty Two and no/100-----Dollars (\$ 26,042.00-----), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9-----percent per annum, One Hundred Twenty Five Thousand and no/100-----Dollars (\$125,000.00-----), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9-----percent per annum, interest from the date of initial disbursement by the State of Oregon, at the rate of -----Dollars (\$ -----), with interest until such time as a different interest rate is established pursuant to ORS 407.072, -----percent per annum,

principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows: \$ 10,040.00-----on or before December 15, 1979----- and \$ 10,040.00-----on each December 15th-----thereafter, plus ----- the ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest and advances shall be fully paid, such payments to be applied first as interest on the unpaid principal, the remainder on the principal.

The due date of the last payment shall be on or before December 15, 2018----- In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.

This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at Klamath Falls, OR

August 22, 1978.

Steve Josse
Steve Josse
Mary Ann Josse
by: *Steve Josse*
her attorney in Fact

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the State of Oregon, dated August 29, 1977, and recorded in Book M77, page 15999 Mortgage Records for KLAMATH County, Oregon, which was given to secure the payment of a note in the amount of \$ 125,000.00, and this mortgage is also given as security for an additional advance in the amount of \$ 26,042.00-----, together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this covenant shall not be extinguished by foreclosure, but shall run with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES:

1. To pay all debts and moneys secured hereby;
2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolition of any buildings or improvements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in accordance with any agreement made between the parties hereto;
3. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
4. Not to permit the use of the premises for any objectionable or unlawful purpose;
5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
6. Mortgagee is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the advances to bear interest as provided in the note;
7. To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other hazards in such company or companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires.

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8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same to be applied upon the indebtedness;
9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;
10. To promptly notify mortgagee in writing of a transfer of ownership of the premises or any part or interest in same, and to furnish a copy of the instrument of transfer to the mortgagee; a purchaser shall pay interest as prescribed by ORS 407.070 on all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and effect.

The mortgagee may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expenditure made in so doing including the employment of an attorney to secure compliance with the terms of the mortgage or the note shall draw interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagor without demand and shall be secured by this mortgage.

Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified in the application, except by written permission of the mortgagee given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this mortgage subject to foreclosure.

The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising from a breach of the covenants.

In case foreclosure is commenced, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs incurred in connection with such foreclosure.

Upon the breach of any covenant of the mortgage, the mortgagee shall have the right to enter the premises, take possession, collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to the appointment of a receiver to collect same.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations which have been issued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 22 day of August, 1978

Steve Josse (Seal)
Steve Josse

Mary Ann Josse (Seal)

by: *Steve Josse* (Seal)
Her attorney in Fact

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named Steve Josse

his wife and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

[Signature]
Notary Public for Oregon

My Commission expires 8-5-79

MORTGAGE

L- M95863

FROM TO Department of Veterans' Affairs

STATE OF OREGON,

County of } ss.

I certify that the within was received and duly recorded by me in County Records, Book of Mortgages,

No. Page, on the day of, County

By Deputy.

Filed at o'clock M.

County By Deputy

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
General Services Building
Salem, Oregon 97310

PARCEL 1:

EXHIBIT A

18603

The E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 15 Township 39 South, Range 11 East of the Willamette Meridian;

SAVING AND EXCEPTING Beginning at a point on the North line of said Section 15 at a point 531 feet West of the Northeast corner thereof; thence West along said North line to the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said section; thence South along the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 185 feet to a point; thence East parallel to the North line of said section a distance of 789 feet, more or less, to a point on the West line of parcel conveyed to Lost River Cemetary Association, Inc., by deed Vol. 236, page 572, thence North along the West line of said parcel to the point of beginning.

ALSO SAVING AND EXCEPTING from the above described parcel that portion thereof conveyed to Lost River Cemetary Association, Inc., by deed recorded December 16, 1949, in Deed Volume 236 page 572, records of Klamath County, Oregon.

PARCEL 2:

That part of Tracts 7, 8 and 9 lying Southwesterly of the Bonanza-Lorella County Road, all in Riverside Tracts in Sections 11 and 14 Township 39 South, Range 11 East of the Willamette Meridian, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 lying Southwesterly of the Bonanza-Lorella County Road in Township 39 South, Range 11 East of the Willamette Meridian.

ALSO that portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 Township 39 South, Range 11 East of the Willamette Meridian, described as follows: Beginning at the intersection of the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 Twp. 39 S.R. 11 E.W.M., and the North line of the Bonanza-Lorella County Road; thence Westerly along said Northerly line a distance of 193 feet; thence North to the South line of Lost River; thence Southeasterly along the South line of Lost River to the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence South along said East line to the point of beginning.

EXCEPTING from the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 Township 39 South, Range 11 East of the Willamette Meridian the following: Beginning at a point on the South line of the Bonanza-Lorella County Road which is 742 feet East along said line from the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11 Twp. 39 S.R. 11 E.W.M.; thence continuing East along said line a distance of 448 feet; thence South 140 feet; thence West 448 feet, more or less, to a point due South of the point of beginning; thence North 140 feet, more or less, to the point of beginning.

That portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying Southwesterly of the Bonanza-Lorella County Road and all of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$ and S $\frac{1}{4}$ of Section 14 Township 39 South, Range 11 East of the Willamette Meridian. EXCEPTING the East 1200 feet of the South 330 feet of the SE $\frac{1}{4}$ SE $\frac{1}{4}$.

The NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, and NE $\frac{1}{4}$ NE $\frac{1}{4}$, EXCEPTING the East 1200 feet of said NW $\frac{1}{4}$ of Section 23, Township 39 South, Range 11 East of the Willamette Meridian.

STATE OF OREGON,

County of Klamath

ss.

On this the 23

day of

August

, 19 78 personally appeared

Steve Josse

who, being duly sworn (or affirmed), did say that he is the attorney in fact for

Mary Ann Josse

and

that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

(Official Seal)

Notary Public for Oregon
My commission expires 8-5-79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 22 day of August A.D., 19 78 at 11:26 o'clock A M., and duly recorded in Vol M78 of Mortgages on Page 18601.

FEE \$9.00

WM. D. MILNE, County Clerk

By *William D. Milne*

Deputy